

Section SF 1449 - CONTINUATION SHEET

SF 1449, BLOCK 10

This requirement a 100% Set-Aside for HUBZone small business concerns.

A site visit is scheduled for 9 June 2003, 0900. All prospective offerors are encouraged to attend. Attendees will meet at the Directorate of Contracting (DOC), Building 1-1333, Fort Bragg, NC. The DOC is located on Macomb and Armistead Streets. The Government will provide bus transportation to the performance site.

For transportation planning purposes, individuals planning to attend the site visit must submit the following information by 4 June 2003.

Name
Telephone Number
Solicitation Number

The information may be submitted to David Vroom via telephone, email, or fax as follows:

Email: vroomd@bragg.army.mil
Telephone: 910-396-4362 extension 291
FAX: 910-396-5603

ADDENDUM TO FAR PART 52.212-1**Addendum to 52.212-1, Instructions to Offerors – Commercial Items**

1. Revise the first sentence of paragraph (a) entitled “North American Industry Classification System (NAICS) code and small business size standard” to read as follows: The NAICS code and small business size standard for this acquisition is 562111, size standard \$10.5 Million.

2. Replace paragraph (b) entitled “Submission of offers” with the following instructions:

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation on or before the exact time specified. Only paper/hardcopy proposals will be accepted. Faxed or emailed proposals will not be considered. Proposals must contain the following information and be arranged in the following sequential order.

1. SF1449. The offeror must use the SF1449 to submit an offer. The offeror must include all applicable information and must submit an original signed and dated SF 1449.

2. Acknowledgement of Solicitation Amendments. The offeror must submit a statement to acknowledge solicitation amendments, if applicable. Solicitation amendments will be posted to the Army Single Face to Industry Acquisition Business website <http://acquisition.army.mil/> and the Fort Bragg Directorate of Contracting website <http://www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM>.

3. Schedule of Pricing. The offeror must submit a proposed unit price and amount for each Contract Line Item Number (CLIN) listed in the solicitation.

4. Representations and Certifications, FAR 52.212-3 and DFARS 252.212-7000. The offeror must complete and submit the required representations and certifications.

5. Past Performance Information. The offeror must submit at least three but no more than five past performance references for recent and relevant contracts performed within the past three years for the same or similar items required under the solicitation. The offeror must submit a separate page for each reference. Each reference must include the following information:

- a. Contract number and contract dollar value.
- b. The contract period of performance.
- c. A brief description of the contract requirements.
- d. The contract point of contact name, telephone number, and facsimile number.

6. Banking Information. The offeror must submit the name and address of the offeror’s bank or financial institution, the offeror’s account number, and the name, title, and telephone number of the offeror’s point of contact. The banking information may be used, in part, to determine responsibility as required under FAR 9.104-1. The Government may request information from the offeror’s financial institution to determine that the offeror has adequate financial resources, or the ability to obtain the resources, to perform the contract requirements. The offeror should submit a statement authorizing the financial institution to release applicable information.

7. Failure to provide the above documents or information may exclude the offeror from consideration.

3. Replace paragraph (c) entitled “Period for Acceptance of Offers” with the following instructions:

(c) Period for acceptance of offers. The offeror agrees to hold the offered prices firm for 60 calendar days from the date specified for receipt of offers.

ADDENDUM TO FAR PART 52.212-4

Addendum to 52.212-4, Contract Terms and Conditions – Commercial Items

Revise paragraph (a) entitled “Inspection/ Acceptance” to add subparagraph (3) as follows:

- (3) The Government will use a Quality Assurance Surveillance Plan to monitor Contractor performance.

SCHEDULE OF PRICING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1 OCT 2003 THRU 30 SEP 2004

Provide all personnel, supervision, materials, equipment, and other items and services necessary, except that which is specified as Government furnished, to collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal; deliver, place and remove containers for special events; deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services; repair trash compactors; collect and transport recyclables from post wide recycling containers to contractor's sorting station; sort, collect, transport, and market recyclables from Contractor's sorting station; and clean and maintain refuse containers, compactors, equipment and trucks in strict compliance with the specifications, terms and conditions, and provisions contained herein. CLINs 0001 through 0004, and CLINs 0011, 0012, 0013, and 0015 are definite quantities to be provided each month. CLINs 0005 through 0010, CLIN 0014, and CLINs 0016 and 0017 are requirement type CLINs and will be ordered as required during the performance period.

PURCHASE REQUEST NUMBER: PWBOMA-3141-N600

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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12

Months

\$_____

\$_____

Troop Refuse Collection Postwide
FFP

Collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal.

PURCHASE REQUEST NUMBER: PWBOMA-3141-N600

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Normandy Guest House Refuse Collection FFP Collect and transport refuse from dumpsters at Normandy Guest House, to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Womack Army Medical Center Compactors FFP Collect and transport refuse from WAMC compactors to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Fort Bragg Fisher House FFP Collect and transport refuse from the Fisher House to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005	Special Collection				
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Estimated Quantity

Deliver, place and remove containers for special events; collect and transport refuse from these containers to the Fort Bragg Waste Transfer Station for disposal.

PURCHASE REQUEST NUMBER: PWBOMA-3141-N600

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005AA	Special Collection 8 Cubic Yard Containers	1,300	Each	\$_____	\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005AB	Special Collection 42 Cubic Yard Containers	600	Each	\$_____	\$_____
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0006		10	Each	\$_____	\$_____
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After Hours Emergency Placement

Estimated Quantity

Deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services after normal duty hours. Collect and transport refuse from these additional containers to the Fort Bragg Waste Transfer Station.

PURCHASE REQUEST NUMBER: PWBOMA-3141-N600

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Emergency Placement Front-End Dumpsters Estimated Quantity Deliver, place, and remove additional front-end dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Emergency Placement Roll-Off Dumpsters Estimated Quantity Deliver, place, and remove additional roll-off dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Initial Emergency Compactor Repair Svcs Estimated Quantity Respond within three hours and provide up to two hours of work to repair trash compactors on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Follow-on Emergency Compactor Repair Svc Estimated Quantity Provide repair services to return compactors back to service as necessary, after initial emergency compactor repair services have been made. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Service South Post Commissary FFP Collect and transport refuse twice per week from the South Post Commissary Compactor to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	RESERVED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Recycling Services FFP Collect and transport recyclables from post wide recycling containers to contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Recycling Return Trip Estimated Quantity Collect and transport contaminated items from the Contractor's sorting station to the Fort Bragg Waste Transfer Station, with COR or KO approval. (Note: The COR or KO must also approve additional trips above the stated quantity.) PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Marketing Recyclables FFP Sort, collect, transport, and market recyclables from Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Recycling: Relocation of Dumpsters Estimated Quantity Relocate recycling containers to new locations on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Additional Recycling Services Estimated Quantity Collect, transport, and market recyclables from post wide recycling containers as required to Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000 OPTION	1 OCT 2004 THRU 30 SEP 2005 Provide all personnel, supervision, materials, equipment, and other items and services necessary, except that which is specified as Government furnished, to collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal; deliver, place and remove containers for special events; deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services; repair trash compactors; collect and transport recyclables from post wide recycling containers to contractor's sorting station; sort, collect, transport, and market recyclables from Contractor's sorting station; and clean and maintain refuse containers, compactors, equipment and trucks in strict compliance with the specifications, terms and conditions, and provisions contained herein. CLINs 1001 through 1004, and CLINs 1011, 1012, 1013, and 1015 are definite quantities to be provided each month. CLINs 1005 through 1010, CLIN 1014, and CLINs 1016 and 1017 are requirement type CLINs and will be ordered as required during the performance period. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Troop Refuse Collection Postwide FFP Collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Normandy Guest House Refuse Collection FFP Collect and transport refuse from dumpsters at Normandy Guest House, to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Womack Army Medical Center Compactors FFP Collect and transport refuse from WAMC compactors to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Fort Bragg Fisher House FFP Collect and transport refuse from the Fisher House to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Special Collection Estimated Quantity Deliver, place and remove containers for special events; collect and transport refuse from these containers to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AA OPTION	Special Collection 8 Cubic Yard Containers	1300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005AB OPTION	Special Collection 42 Cubic Yard Containers	600	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	After Hours Emergency Placement Estimated Quantity Deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services after normal duty hours. Collect and transport refuse from these additional containers to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION	Emergency Placement Front-End Dumpsters Estimated Quantity Deliver, place, and remove additional front-end dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION	Emergency Placement Roll-Off Dumpsters Estimated Quantity Deliver, place, and remove additional roll-off dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Initial Emergency Compactor Repair Svcs Estimated Quantity Respond within three hours and provide up to two hours of work to repair trash compactors on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	Follow-on Emergency Compactor Repair Svc Estimated Quantity Provide repair services to return compactors back to service as necessary, after initial emergency compactor repair services have been made. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	Service South Post Commissary FFP Collect and transport refuse twice per week from the South Post Commissary Compactor to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013 OPTION	Recycling Services FFP Collect and transport recyclables from post wide recycling containers to contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014 OPTION	Recycling Return Trip Estimated Quantity Collect and transport contaminated items from the Contractor's sorting station to the Fort Bragg Waste Transfer Station, with COR or KO approval. (Note: The COR or KO must also approve additional trips above the stated quantity.) PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015 OPTION	Marketing Recyclables FFP Sort, collect, transport, and market recyclables from Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1016 OPTION	Recycling: Relocation of Dumpsters Estimated Quantity Relocate recycling containers to new locations on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1017 OPTION	Additional Recycling Services Estimated Quantity Collect, transport, and market recyclables from post wide recycling containers as required to Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000 OPTION	1 OCT 2005 THRU 30 SEP 2006 Provide all personnel, supervision, materials, equipment, and other items and services necessary, except that which is specified as Government furnished, to collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal; deliver, place and remove containers for special events; deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services; repair trash compactors; collect and transport recyclables from post wide recycling containers to contractor's sorting station; sort, collect, transport, and market recyclables from Contractor's sorting station; and clean and maintain refuse containers, compactors, equipment and trucks in strict compliance with the specifications, terms and conditions, and provisions contained herein. CLINs 2001 through 2004, and CLINs 2011, 2012, 2013, and 2015 are definite quantities to be provided each month. CLINs 2005 through 2010, CLIN 2014, and CLINs 2016 and 2017 are requirement type CLINs and will be ordered as required during the performance period. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Troop Refuse Collection Postwide FFP Collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Normandy Guest House Refuse Collection FFP Collect and transport refuse from dumpsters at Normandy Guest House, to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Womack Army Medical Center Compactors FFP Collect and transport refuse from WAMC compactors to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Fort Bragg Fisher House FFP Collect and transport refuse from the Fisher House to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Special Collection Estimated Quantity Deliver, place and remove containers for special events; collect and transport refuse from these containers to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AA OPTION	Special Collection 8 Cubic Yard Containers	1300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005AB OPTION	Special Collection 42 Cubic Yard Containers	600	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	After Hours Emergency Placement Estimated Quantity Deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services after normal duty hours. Collect and transport refuse from these additional containers to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Emergency Placement Front-End Dumpsters Estimated Quantity Deliver, place, and remove additional front-end dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Emergency Placement Roll-Off Dumpsters Estimated Quantity Deliver, place, and remove additional roll-off dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Initial Emergency Compactor Repair Svcs Estimated Quantity Respond within three hours and provide up to two hours of work to repair trash compactors on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	Follow-on Emergency Compactor Repair Svc Estimated Quantity Provide repair services to return compactors back to service as necessary, after initial emergency compactor repair services have been made. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 OPTION	Service South Post Commissary FFP Collect and transport refuse twice per week from the South Post Commissary Compactor to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013 OPTION	Recycling Services FFP Collect and transport recyclables from post wide recycling containers to contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014 OPTION	Recycling Return Trip Estimated Quantity Collect and transport contaminated items from the Contractor's sorting station to the Fort Bragg Waste Transfer Station, with COR or KO approval. (Note: The COR or KO must also approve additional trips above the stated quantity.) PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015 OPTION	Marketing Recyclables FFP Sort, collect, transport, and market recyclables from Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016 OPTION	Recycling: Relocation of Dumpsters Estimated Quantity Relocate recycling containers to new locations on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2017 OPTION	Additional Recycling Services Estimated Quantity Collect, transport, and market recyclables from post wide recycling containers as required to Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000 OPTION	1 OCT 2006 THRU 30 SEP 2007 Provide all personnel, supervision, materials, equipment, and other items and services necessary, except that which is specified as Government furnished, to collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal; deliver, place and remove containers for special events; deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services; repair trash compactors; collect and transport recyclables from post wide recycling containers to contractor's sorting station; sort, collect, transport, and market recyclables from Contractor's sorting station; and clean and maintain refuse containers, compactors, equipment and trucks in strict compliance with the specifications, terms and conditions, and provisions contained herein. CLINs 3001 through 3004, and CLINs 3011, 3012, 3013, and 3015 are definite quantities to be provided each month. CLINs 3005 through 3010, CLIN 3014, and CLINs 3016 and 3017 are requirement type CLINs and will be ordered as required during the performance period. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Troop Refuse Collection Postwide FFP Collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Normandy Guest House Refuse Collection FFP Collect and transport refuse from dumpsters at Normandy Guest House, to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Womack Army Medical Center Compactors FFP Collect and transport refuse from WAMC compactors to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Fort Bragg Fisher House FFP Collect and transport refuse from the Fisher House to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Special Collection Estimated Quantity Deliver, place and remove containers for special events; collect and transport refuse from these containers to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AA OPTION	Special Collection 8 Cubic Yard Containers	1300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005AB OPTION	Special Collection 42 Cubic Yard Containers	600	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	After Hours Emergency Placement Estimated Quantity Deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services after normal duty hours. Collect and transport refuse from these additional containers to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007 OPTION	Emergency Placement Front-End Dumpsters Estimated Quantity Deliver, place, and remove additional front-end dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008 OPTION	Emergency Placement Roll-Off Dumpsters Estimated Quantity Deliver, place, and remove additional roll-off dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	Initial Emergency Compactor Repair Svcs Estimated Quantity Respond within three hours and provide up to two hours of work to repair trash compactors on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 OPTION	Follow-on Emergency Compactor Repair Svc Estimated Quantity Provide repair services to return compactors back to service as necessary, after initial emergency compactor repair services have been made. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011 OPTION	Service South Post Commissary FFP Collect and transport refuse twice per week from the South Post Commissary Compactor to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012 OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013 OPTION	Recycling Services FFP Collect and transport recyclables from post wide recycling containers to contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014 OPTION	Recycling Return Trip Estimated Quantity Collect and transport contaminated items from the Contractor's sorting station to the Fort Bragg Waste Transfer Station, with COR or KO approval. (Note: The COR or KO must also approve additional trips above the stated quantity.) PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3015 OPTION	Marketing Recyclables FFP Sort, collect, transport, and market recyclables from Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3016 OPTION	Recycling: Relocation of Dumpsters Estimated Quantity Relocate recycling containers to new locations on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3017 OPTION	Additional Recycling Services Estimated Quantity Collect, transport, and market recyclables from post wide recycling containers as required to Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000 OPTION	1 OCT 2007 THRU 30 SEP 2008 Provide all personnel, supervision, materials, equipment, and other items and services necessary, except that which is specified as Government furnished, to collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal; deliver, place and remove containers for special events; deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services; repair trash compactors; collect and transport recyclables from post wide recycling containers to contractor's sorting station; sort, collect, transport, and market recyclables from Contractor's sorting station; and clean and maintain refuse containers, compactors, equipment and trucks in strict compliance with the specifications, terms and conditions, and provisions contained herein. CLINs 4001 through 4004, and CLINs 4011, 4012, 4013, and 4015 are definite quantities to be provided each month. CLINs 4005 through 4010, CLIN 4014, and CLINs 4016 and 4017 are requirement type CLINs and will be ordered as required during the performance period. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Troop Refuse Collection Postwide FFP Collect and transport refuse from dumpsters in troop areas postwide (including Simmons Army Airfield, Camp Mackall, and Green and Yellow Ramps at Pope AFB), to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Normandy Guest House Refuse Collection FFP Collect and transport refuse from dumpsters at Normandy Guest House, to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Womack Army Medical Center Compactors FFP Collect and transport refuse from WAMC compactors to Fort Bragg's Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Fort Bragg Fisher House FFP Collect and transport refuse from the Fisher House to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Special Collection Estimated Quantity Deliver, place and remove containers for special events; collect and transport refuse from these containers to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AA OPTION	Special Collection 8 Cubic Yard Containers	1300	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005AB OPTION	Special Collection 42 Cubic Yard Containers	600	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	After Hours Emergency Placement Estimated Quantity Deliver, place and remove both front-end and roll-off dumpsters to areas requiring emergency services after normal duty hours. Collect and transport refuse from these additional containers to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007 OPTION	Emergency Placement Front-End Dumpsters Estimated Quantity Deliver, place, and remove additional front-end dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008 OPTION	Emergency Placement Roll-Off Dumpsters Estimated Quantity Deliver, place, and remove additional roll-off dumpsters to areas requiring emergency services during normal duty hours. Collect and transport refuse from these dumpsters to the Fort Bragg Waste Transfer Station for disposal. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 OPTION	Initial Emergency Compactor Repair Svcs Estimated Quantity Respond within three hours and provide up to two hours of work to repair trash compactors on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010 OPTION	Follow-on Emergency Compactor Repair Svc Estimated Quantity Provide repair services to return compactors back to service as necessary, after initial emergency compactor repair services have been made. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	10	Hours	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011 OPTION	Service South Post Commissary FFP Collect and transport refuse twice per week from the South Post Commissary Compactor to the Fort Bragg Waste Transfer Station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012 OPTION	RESERVED				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013 OPTION	Recycling Services FFP Collect and transport recyclables from post wide recycling containers to contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014 OPTION	Recycling Return Trip Estimated Quantity Collect and transport contaminated items from the Contractor's sorting station to the Fort Bragg Waste Transfer Station, with COR or KO approval. (Note: The COR or KO must also approve additional trips above the stated quantity.) PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	30	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4015 OPTION	Marketing Recyclables FFP Sort, collect, transport, and market recyclables from Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	12	Months	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4016 OPTION	Recycling: Relocation of Dumpsters Estimated Quantity Relocate recycling containers to new locations on Fort Bragg. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4017 OPTION	Additional Recycling Services Estimated Quantity Collect, transport, and market recyclables from post wide recycling containers as required to Contractor's sorting station. PURCHASE REQUEST NUMBER: PWBOMA-3141-N600	50	Each	\$_____	\$_____

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004	Required Central Contractor Registration	NOV 2001
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

52.000-4005 INVOICES (MAR 2000)

a. Invoices: The Contractor shall submit monthly original invoices to Public Works Business Center, Service Contracts Office, Building 3-1137, Reilly Road, Fort Bragg, North Carolina, 28310. One additional copy shall be furnished to the Directorate of Contracting, Acquisition Division, Building 1-1333, Armistead and Macomb Streets, Fort Bragg North Carolina, 28310. The invoice shall be prepared, dated and mailed on a monthly basis, after completion of services. Invoices not prepared in accordance with the above may be rejected by the Government.

b. Payment will be made by:

Defense Finance and Accounting Services (DFAS) RO/FPV
325 Brooks Road
Rome, NY 13441-4527

(Customer Service: 800-553-0527)

c. Accounting and Appropriation Data:

CLINs 0001, 0002, 0003, 0004, 0011, 0012, 0013, 0015, and all corresponding option year CLINs are Firm Fixed Price. CLINs 0005, 0006, 0007, 0008, 0009, 0010, 0014, 0016, 0017, and all corresponding option year CLINs are requirement line items.

Subject to Availability of Funds (see FAR clause 52.232-18, Availability of Funds).

d. ADMINISTRATION DATA:

The following contracting office will administer the contract:

Directorate of Contracting
Acquisition Division, BLDG 1-1333
Armistead and Macomb Streets
Fort Bragg, North Carolina 28310

The Contracting Officer or his duly authorized successor is authorized to take action on behalf of the Government, which results in changes in the terms of the contract, including specifications and delivery schedule

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance. As authorized under FAR Subpart 13.5, Test Procedures for Certain Commercial Items, simplified procedures will be used to evaluate offers and award the contract. Proposed prices will be evaluated for price reasonableness using the price analysis techniques provided under FAR Part 15.404-1. The Government will evaluate Past Performance using the information obtained from the references provided by the offeror or information obtained from the Government's Past Performance Information Management System. The Government intends to award a contract to the responsible offeror who offers the lowest reasonable price and has a satisfactory performance record.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other:-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name:-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I of 52.219-23.

☐ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).

☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

☐ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

☐ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____(ii) Alternate I of 52.225-3.

____(iii) Alternate II of 52.225-3.

____(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____(28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

Employee Class	Monetary Wage (hourly)
Motor Vehicle Mechanic Helper	\$12.36
Refuse Collector/ Refuse Truck Driver	\$ 9.80
Recycling Worker	\$11.02

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down required in accordance with paragraph (d) of FAR clause 52.247-64), and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 Oct 03 through 30 Sep 04 (Base Period). If the Government extends the term of the contract under FAR 52.217-9, orders may be issued during the applicable option year contract periods.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 Sep 04 (Base Period). If the Government extends the terms of the contract under FAR 52.217-9, the Contractor shall not be required to make any deliveries after the end of the applicable option year contract periods, i.e., 30 Sep 05; 30 Sep 06; 30 Sep 07; and 30 Sep 08.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **10 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **66** months.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Nancy D. Boyd, Contracting Officer, Fort Bragg Directorate of Contracting, Acquisition Division, Building 1-1333, corner of Macomb and Armistead Streets, Fort Bragg, North Carolina 28310.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

___ 252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

- ____ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- ____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- ____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- ____ 252.225-7021 Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
- ____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
- ____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- ____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- __X__ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- __X__ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- __X__ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____Alternate I) (MAR 2000) (____Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).
- __X__ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.999-0000 TECHNICAL EXHIBITS AND ATTACHMENTS – SF 1449 (JUN 2001)

1. Technical Exhibit 1, Performance Requirements Summary (PRS)
2. Technical Exhibit 2, Building List With Schedule of Services
3. Technical Exhibit 3, Replacement Items
4. Technical Exhibit 4, Wage Determination
5. Attachment 1, Quality Assurance Surveillance Plan (QASP)

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT**

REFUSE COLLECTION AND DISPOSAL
FORT BRAGG, GREEN AND YELLOW RAMPS AT POPE AFB,
SIMMONS ARMY AIRFIELD AND CAMP MACKALL, NC

1. GENERAL.

1.1 Scope of Work. The Contractor shall furnish all labor, tools, maintenance, materials, vehicles, equipment, transportation and supervision, except as specified herein as Government-furnished, to perform all operations for the collection, transportation, recycling, and disposal of all refuse in troop areas at Fort Bragg, Green and Yellow Ramps located at Pope Air Force Base, Simmons Army Airfield, and Camp MacKall, North Carolina. The Contractor shall perform in accordance with all terms, conditions, specifications, and standards contained herein, and all current local, State of North Carolina, and Federal regulations and laws.

1.1.1 The Government will provide the contractor with a copy of the installation map at the post-award conference.

1.2 Personnel.

1.2.1 Project Manager. The Contractor shall provide a Project Manager who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the Contractor when the Project Manager is absent shall be designated in writing to the Contracting Officer at least 10 days prior to contract performance and updated as changes occur. The Project Manager or alternate shall be empowered with authority to make field decisions which may arise in day to day operations without undue delay, and shall be physically located onsite on the installation.

1.2.1.1 The Project Manager or alternate(s) shall be available to meet with Government personnel on site at PWBC, Service Contracts Office, Building 3-1137, Reilly Road, during the hours of 7:30 am. to 4:00 pm, Monday through Friday, excluding Federal holidays, within one (1) hour of notification, unless otherwise coordinated with such designated personnel. The Contractor shall provide to the Contracting Officer and the COR a phone number for the Project Manager and alternate(s) during duty and non-duty hours (to include evenings, holidays, and weekends). This individual shall be responsible for overall management and coordination of this contract. After duty hours, the Project Manager or designated alternate shall be available within two (2) hours.

1.2.1.2 The Project Manager, alternate(s), and all other contract employees must be able to read, write, speak and understand English.

1.2.2 Employees. The Government has the right to restrict the employment under the contract of any Contractor employee, or prospective Contractor employee, who is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population.

1.2.2.1 Contractor personnel shall present a neat appearance and be easily recognized. All Contractor personnel shall be identifiable by wearing a clearly readable identification badge, furnished by the Contractor, made of durable material or plastic, which consists of the Contractor's company name, employee's name, description (height, weight, etc), and current/recent picture. These I.D. badges shall be consecutively numbered and made accountable by the Contractor. A list of badge numbers and personnel shall be provided to the Contracting Officer or the COR no later than ten (10) days after contract award and updated as changes occur.

1.2.2.2 The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The Contractor shall not employ any person who is an employee of the Department of the Army, either military or civilian, unless such person seeks and receives approval in accordance with DoD 5500.7-R, Joint Ethics Regulation (JER).

1.2.2.3 The Contractor is cautioned that off duty active military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours or deployment. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

1.3. Security of Classified Items, Systems and Information. The Contractor, as a general rule, shall not have access to classified information; however, should classified documents and/or materials, including contraband, fall into the possession of the Contractor, the Contractor shall immediately contact the COR for disposition instructions.

1.4. Physical Security. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

1.5. Quality Control.

1.5.1. The Contractor shall establish and maintain a complete Quality Control Plan (QCP) approved by the Contracting Officer, to ensure the requirements of the contract are provided as specified. The Contractor shall submit the QCP to the Contracting Officer for approval within 10 days after contract start date. An updated copy shall be provided to the Contracting Officer and the COR as changes occur.

1.5.2 The plan shall include:

1.5.2.1 An inspection system covering all the services. It shall specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

1.5.2.2 The methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

1.5.2.3 On-site records shall be maintained of all inspections conducted by the Contractor and necessary corrective action taken. Upon request, this documentation shall be made available to the Government during the term of the contract.

1.5.3 The Contractor will develop a Customer Complaint Program as part of the Quality Control Plan. The goal of the customer complaint system is to provide a method by which customers can provide input to the Contractor regarding his performance of the contract. It provides a good source of data and perception about the Contractor's performance. The program shall provide:

1.5.3.1 A medium for the Army users of services and products provided by the Contractor to report complaints, deficiencies, and noncompliance with the terms and conditions of the contract. The medium chosen by the Contractor shall be easily accessed. Adequate publicity shall be given so that users may readily contact the Contractor.

1.5.3.2 The program shall describe the manner in which the Contractor shall promptly investigate any customer complaint and respond to the customer.

1.5.3.3 The program shall describe how prompt corrective action shall take place in correcting valid deficiencies, and in preventing recurrence of the conditions causing the deficiency.

1.5.3.4 The program shall describe how the Contractor shall document customer complaints, investigations, responses to users, and corrective action taken. All documents, records, and reports shall be made available to the Government upon request.

1.5.4 Corrective Actions. At any time it is determined by the Contracting Officer that the quality control system, personnel, instructions, controls, tests, or records are not providing results which conform to contract requirements, action shall be taken by the Contractor to correct the deficiency, i.e., replacement of personnel, additional quality control inspection, etc.

1.6. Quality Assurance

1.6.1. The Government will evaluate the Contractor's performance under this contract. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will obtain the Contractor's representative's initials on the documentation, thereby confirming notification of the defect.

1.6.2. Performance Evaluation Meetings. The Contract Manager may be required to meet at least weekly with the Contracting Officer's Representative (COR) and the Contracting Officer during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the Contracting Officer. However, if the Contractor requests, a meeting will be held whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the Contract Manager, Contracting Officer and COR. Should the Contractor not concur with the minutes, the Contractor shall so state any areas of non-concurrence in writing to the Contracting Officer within seven calendar days of receipt of the signed minutes.

1.7 Hours of Operation. The Contractor shall provide refuse collection services between the hours of 0630 (6:30 A.M.) and 1500 (3:00 P.M.), Monday through Friday, except when weekend work is required to provide refuse collection for special activities, 52 weeks per year, excluding the following holidays: New Year's Day, Independence Day (July 4), Thanksgiving Day, and Christmas Day. The Contractor's office shall be manned Monday through Friday, 0630 – 1500. The Contractor shall furnish in writing to the Contracting Officer and the COR, a point or points of contact and phone numbers for other than normal duty hours, weekends, and holidays in case of emergency. Emergency numbers for the COR will be given to the Contractor at the post award conference.

1.8 Safety Requirements.

1.8.1. In order to provide safety control for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of this contract, the Contractor shall comply with Occupational Safety and Health Act (OSHA) and all pertinent provisions of the publication 29 CFR 1910 and EM 385-1-1.

1.8.2. Reporting of Fire and Safety Hazards. The Contractor shall train his personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor. The Contractor shall take corrective action to remedy reported deficiencies in accordance with the terms of this contract. The COR shall be notified of deficiencies beyond the terms of this contract.

1.8.3. Environment and OSHA. The Contractor shall comply with all local, State, and Federal environmental and occupational safety laws, rules, and regulations. Any apparent conflict between compliance with such local, State and Federal laws, rules and regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or COR for final resolution. The Contractor shall notify the Contracting Officer or COR in writing in addition to any verbal notification of such conflicts. The Contractor shall be liable for all fines, penalties, and costs, which result from violations of, or failure to comply with, all such local State, or Federal laws, rules, and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the Contracting Officer or COR to halt any and all Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. The Contractor

shall take due caution not to endanger personnel during performance of this contract. Upon discovery of a serious hazard such as, but not limited to, fire, or large fuel spill, the Contractor shall notify the Contracting Officer or COR.

1.8.3.1 Waste Management Plan. The Contractor shall ensure that all waste is controlled and disposed of IAW all local, State, and Federal environmental and occupational safety laws, rules and regulations. The Contractor shall submit the Waste Management Plan to the Contracting Officer for approval within 10 days after contract start date. An updated copy shall be provided to the Contracting Officer and the COR as changes occur.

1.8.4. Equipment Safety.

1.8.4.1. All equipment used under this contract may be inspected by the COR prior to its use. If the equipment is at any time deemed unsafe or unserviceable by the COR, the Contractor shall remove equipment from the site or storage yard immediately and have it repaired to a safe and operable condition. The Government does not assume and hereby specifically disavows any duty to inspect the equipment in order to assure safe operation. The Contractor or subcontractor(s) at any tier are at all times responsible for assuring equipment is in a safe and serviceable condition and shall perform all tasks in a safe, responsible manner.

1.8.4.2. Government personnel will not repair, clean, or move the Contractor's equipment except as necessary to remove an immediate hazard to persons or property.

1.8.5. Personnel Safety. The Contractor shall immediately correct all safety deficiencies upon notification of the deficiencies by the Contracting Officer or COR, and shall notify the Contracting Officer or COR of the corrective action to be taken.

1.8.6. Accident Protection and Emergency Medical Treatment.

1.8.6.1. The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. In addition to this, the Contractor shall provide each crew of workers with first aid kits complying with OSHA and other Federal and State requirements to care for minor injuries normally sustained while performing refuse collection services.

1.8.6.2. All work crews, office personnel, and the COR shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment prior to contract start date. This information shall include the following:

Local Hospital:	Name	Phone No.
Local Ambulance:	Name	Phone No.
Local Doctor:	Name	Phone No.

1.9 Landfill Permits. The Contractor shall obtain a Waste Center permit from the PWBC, Environmental Officer, for each contractor-owned vehicle used for collection and transportation. The permit shall be placed in each vehicle and readily available for inspection. The Contractor shall renew the permits on an annual basis.

1.10 Restrictions. The Contractor shall not drive on the grass, sidewalks, and/or dirt walking trails, without approval from COR.

1.11. Key Control.

1.11.1. Key Control for Waste Water Dump Site. The Waste Water Dump Site is located at Lift Station #1 off Knox Street. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control

that will be included in the quality control plan. Keys will be issued by the COR and signed for by the Project Manager.

1.11.1.1. The Contractor shall immediately report the occurrences of a lost or duplicated key to the Contracting Officer or the COR.

1.11.1.2. In the event keys other than master keys are lost or duplicated, the Contractor will be required, upon direction of the Contracting Officer, to re-key or replace the affected lock or locks. However, the Government, at its option, may replace the affected lock or locks or perform keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.11.1.3. The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. Contractor's employees shall open locked areas only for employees performing assigned work in those work areas.

1.11.1.4. Lock Combinations. The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. These procedures shall be included in the Contractor's Quality Control Plan.

1.12 Vehicle Registration. The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately-owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. Please be advised that Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time. The Fort Bragg Regulation 190-5 can be at http://www.bragg.army/mil/16MP/vehicle_registration_information.htm

2. Standard Definitions:

2.1.1. Acceptable Quality Level (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) that, for purposes of sampling inspection can be considered satisfactory.

2.1.2. Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

2.1.3 Contracting Officer's Representative (COR). An individual designated by the contracting officer to act as his representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer and limitations of a COR are contained in the written letter of designation.

2.1.4. Customer Complaint. A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives service under this contract which is used to evaluate a contractor's performance.

2.1.5 Defective Service. A service output that does not meet the standard of performance associated with it in the requirements of this contract.

2.1.6 Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and contractor acquired property as defined in FAR 45.101.

2.1.7 Inspection. The examination and testing of supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

2.1.8 Lot. The total number of service outputs in a surveillance period, as defined in the Performance Requirements column of the Performance Requirements Summary (PRS).

2.1.9. Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable. Any further defectives will require the Government to effect the price computation system.

2.1.10. Performance Requirements Summary (PRS). A listing of the service outputs under the contract that are to be evaluated by the Government on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed output.

2.1.11. Planned Sampling. A sampling method in which work outputs are selected in accordance with subjective criteria established in the surveillance plans.

2.1.12. Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

2.1.13. Quality Assurance Evaluator (QAE). A Government person responsible for surveillance of contractor performance.

2.1.14. Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods to perform surveillance of the Contractor.

2.1.15. Quality Control. Those actions taken by a Contractor to control the performance of services so that they meet the requirements of the PWS.

2.1.16. Random Sampling. A sampling method where each service output in a lot has an equal chance of being selected for quality assurance surveillance.

2.1.17. Sample. A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.

2.1.18. Sampling Guide. The part of the surveillance plan which contains all the information needed to perform surveillance of the service output(s) by the random sampling method of surveillance.

2.1.19. Validated Complaint. A complaint by any customer that has been through an investigation by the Contracting Officer or the COR, which found a deviation on the part of the contractor not in accordance with contract specifications.

2.2. Technical Definitions Peculiar to this PWS.

2.2.1. Collection. Removal of the accumulated refuse from any one unit at any one time, regardless of the number of cartons or bundles.

2.2.2. Collection Frequency. The number of times collection is provided in a given period of time.

2.2.3. Construction and Demolition Landfill. A landfill that is limited to receiving stumps, limbs, leaves, concrete, brick, wood, uncontaminated earth or other solid wastes approved by the PWBC Environmental Compliance Branch.

2.2.4. Yard Debris. Grass cuttings, tree trimmings, stumps, street sweepings, leaves, limbs, shrubs, sod, dirt, shrub trimmings, pine cones, pine needles, weeds, vegetation, lumber, timbers, portions of trees, and similar waste materials.

2.2.5. Construction Debris. Brick, block, steel, glass, roofing material, concrete, asphalt, lumber, etc.

2.2.6. Emergency Placement. Placement of containers for which the requirement arose after required hours of operation

2.2.7. Emergency Repair. Required repair of a compacting unit which renders the unit inoperable or unsafe after required hours of operation.

2.2.8. Garbage. Animal and vegetable waste (and containers thereof) resulting from the handling, preparation, cooking, and consumption of foods.

2.2.9. Metal Goods. Includes, but is not limited to, inoperative and discarded bicycles, swing sets, engine blocks, other automotive parts, fencing, etc.

2.2.10. Miscellaneous Large Items. Includes, but is not limited to, furniture, pallets, packing boxes, crates, and tires.

2.2.11. Miscellaneous/Recyclable Items. Includes, but is not limited to, white goods, miscellaneous metals such as swing sets, motor and vehicle parts, batteries, and metal goods.

2.2.12. Pickup Stations. Designated locations where refuse maybe conveniently and efficiently assembled and stored in or beside containers for collection.

2.2.13. Ranger Station. There is one Ranger Station to be serviced. The Ranger Station is located on Manchester Road, approximately 23 miles from Building 3-1631, Public Works Business Center.

2.2.14. Receptacles or Containers. Cans, drums, bins, boxes, bags, or similar receptacles, and multiple containers which are handled by mechanical truck mounted hoists.

2.2.15. Recyclable Materials. Cardboard and paper.

2.2.16. Refuse. All garbage, ashes, debris, rubbish, and other similar waste material, to include white goods, miscellaneous large items, miscellaneous recyclable items, and yard debris. Explosive and incendiary waste, and contaminated waste from medical and radiological processes are not included.

2.2.17. Refuse Collection. A system of transporting refuse, including non-accountable salvage, from pickup stations to points of disposal. It includes hauling garbage to the transfer station when required by the terms contained herein.

2.2.18. Refuse Disposal. For the purpose of this contract, the delivery of specific types of collected refuse to a landfill/transfer station, and the emptying of the refuse as directed by the manager of the landfill/transfer station.

2.2.19. Rubbish. A variety of unsalvageable waste material such as metal, glass, crockery, floor sweeping, paper, wrapping, containers, cartons, and similar articles not used in preparing or dispensing food. Rubbish is further subdivided into:

2.2.19.1. Combustible Rubbish. Material which can be burned readily in an incinerator or burning pit.

2.2.19.2. Noncombustible Rubbish. Material which cannot be burned at ordinary incinerator temperatures (800 to 1800 degrees F.).

2.2.20 Scavenging: The uncontrolled and unauthorized removal of materials at any point in the solid waste management system.

2.2.21 Solid Waste. Garbage, refuse, and other discarded solid materials resulting from industrial and commercial operations, and from community activities. It does not include solids or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluent, dissolved materials in irrigation return flow or other common water pollutants.

2.2.22 Spillage. Any refuse dislodged from containers and/or solid waste collecting equipment in the course of collection and disposal.

2.2.23 Unserviceable Equipment. Unserviceable equipment are containers that cannot be returned to serviceable condition with minor welding and parts replacement, e.g., rusted container bottoms, as determined by the COR. The contractor may harvest usable parts from unserviceable containers for future repair requirements, as approval by the COR. Reference TE-3 for routine repair and replacement items.

2.2.24 White Goods. Includes, but is not limited to: inoperative and discarded refrigerators, ranges, water heaters, freezers, and similar domestic and commercial large appliances, e.g., washers, dryers, dishwashers, kitchen trash compactors, window unit air conditioners, etc.

3. Government-Furnished Property, Services, Documents and Forms. The Government will provide, without cost, the property, services, documents and forms listed below:

3.1 Property. The Government will furnish a storage yard as identified in Paragraph 3.3. Contractor's storage yard has been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified for which workarounds have been established. The Government corrects OSHA hazards in accordance with post-wide Government developed and approved plans of abatement taking into account safety and health priorities. A higher priority for correction will not be assigned to the storage yard provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that workaround procedures will not be necessary or that the storage yard as furnished will be adequate to meet the responsibilities of the Contractor. Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor, and the Government will assume no liability or responsibility for the Contractor's compliance or on compliance with such responsibilities, with the exception of the aforementioned responsibility to make corrections in accordance with approved plans of abatement subject to post-wide priorities.

3.1.1. Storage Yard Modifications. The Contractor may request permission to modify the Government provided facilities; however, the Contractor shall not modify Government property or facilities without written permission from the Contracting Officer or COR. In the case of alterations necessary to OSHA compliance, such permission will not be unreasonably withheld. The Contractor shall return the storage yard to the Government in the same condition as received, fair wear and tear and approved modifications excepted. The storage yard shall be used for performance of this contract only. Electricity will be available for use by the Contractor, at the Contractor's expense.

3.2. Landfill Permits. The Contractor shall obtain a Fort Bragg landfill permit from the PWBC, Environmental Office for each service vehicle. The permit shall be placed in each vehicle and readily available for inspection. The Contractor shall renew the permit on an annual basis. Application for permits shall be submitted through the COR.

3.3 Storage Yard. The Contractor storage yard is located off of Lamont Road across from Lamont Waste Transfer Station, Building # O-9045. The Contractor shall only use the area(s) assigned.

3.4. Services.

3.4.1 Military Police and Fire Protection. Phone Number 911.

3.4.2. Emergency Medical Treatment. Medical services for Contractor personnel are the responsibility of the Contractor. However, the Government will provide, on an emergency basis, medical services for job related injuries while an employee is performing under this contract. Emergency medical care is available to the Contractor employees at Womack Army Medical Center. For Emergency ambulance service, call 911. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of emergency. In such circumstances, action shall be taken to transfer employees of the Contractor to a civilian health care provider as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided upon receipt of an invoice from Womack Army Medical Center, Fort Bragg, North Carolina, at the rates specified in accordance with Health Services Command Regulation #40-3. If the invoice is not paid, cost may be set-off by the Contracting Officer against future payments to the Contractor.

3.5 Equipment. The Government will provide to the Contractor the following equipment for his use in performance of the work, and exclusively for the performance of this contract. All Government-furnished equipment will be furnished to the Contractor in an "as is" condition. Title to all Government-furnished equipment will remain with the Government. The Government will have access to all Government-furnished equipment at all times, and will have authority over its care and operation.

3.5.1 Refuse collection body, Roll-Off Containers—53 each.

3.5.2 Refuse stationary compacting unit, 32 cubic yards—6 each.

3.5.3 Refuse collection container, 8 cubic yards—approximately 950 each.

3.5.4 RESERVED

3.5.5 Recycling collection containers, 8 cubic yards – 50 each.

3.5.6 The Contractor shall provide all equipment and collection vehicles necessary to collect recyclable materials. The Contractor's vehicles shall be of sufficient type and quantity to perform scheduled recycling services.

3.5.7 Above quantities are subject to change due to changes in environmental laws and requirements, and overall requirements of the installation.

3.6. Security of Government-Furnished Containers. The Contractor shall provide security for all containers in his possession, and shall be responsible for loss and/or damages to containers. The Contractor shall not use Government-furnished containers for his personal use. The Contractor shall maintain written accountability of all containers issued in accordance with specifications herein.

3.6.1. Equipment Inventory. Within 5 working days prior to the start of the contract period, the Contractor and the COR will conduct a joint inventory of all Government furnished equipment. The Contractor shall receipt for all equipment provided by the Government. The Contractor and the COR shall jointly determine the working order and condition of all equipment. The joint inventory shall be accomplished during normal duty hours, at no additional cost to the Government. The Contractor and the COR shall sign a certification stating agreement to the exact number of and the working order of the equipment listed in paragraphs C.3.5.1 through C.3.5.5. Any equipment deemed unserviceable shall be annotated on the certification agreement. Equipment that cannot be repaired or that the Government considers non cost-effective to repair, will be replaced by the Government. The Government may request the Contractor to submit a one-time restoration fee cost proposal to repair and restore unserviceable equipment to serviceable condition. The Government will request the one-time restoration services under a separate purchase order. After the Government accepts the proposal, and the Contractor restores unserviceable equipment to a serviceable condition, the Contractor shall be responsible for the repair and maintenance of restored equipment in accordance with the terms of this contract.

3.6.2. Equipment Accountability. During the one month period immediately prior to the end of this contract (to include option period or extension if applicable), a joint inventory of equipment shall be conducted by the Contractor and the COR. The Contractor shall on completion or termination of the contract, return to the Government all equipment as supplied to the Contractor on the commencement of the contract, and an inventory of said equipment. Compensation for lost containers or containers damaged while in the Contractor's possession, shall be effected either by reduced amounts owed to the Contractor or by direct payment by the Contractor. All equipment in need of repair/maintenance shall be repaired/maintained by the Contractor within 2 days of discovery, but before the joint inventory is made. All repairs/maintenance not performed by the Contractor shall be made at the Government's option and the Contractor's expense. In the case of damaged property, the amount of compensation due the Government by the Contractor shall be the actual cost of repair, provided such amount does not exceed the economical repair value. In the case of loss or damage beyond economical repair to equipment, the amount of the contractor's liability shall be the depreciated replacement value of the item, to be determined by the Contracting Officer. Joint inventory shall be accomplished during normal duty hours at no additional cost to the Government.

3.7. Forms. DA Form 3916 and DA Form 3917 will be furnished to the Contractor by the COR.

4. CONTRACTOR-FURNISHED EQUIPMENT, SUPPLIES, SERVICES, AND PROPERTY. The Contractor shall provide all equipment, labor, services, and material not elsewhere specified as Government-furnished to perform all tasks in accordance with specifications contained herein. The COR may inspect Contractor-furnished equipment at any time.

4.1. Equipment. The Contractor shall provide all equipment required for refuse collection and disposal. The term "all equipment" means all equipment and all refuse collection vehicles necessary to collect the refuse plus any other equipment necessary to meet the requirements contained herein.

4.1.1. Vehicles. The Contractor shall provide vehicles specifically designed for refuse collection that have watertight bodies and which do not permit loss of refuse. Open-box trucks, with or without canvas cover, shall not be used except for the collection of debris or bulky items. All vehicular equipment shall be maintained in good repair and in a safe, clean, and well-painted condition. All vehicles and equipment shall be operated in accordance with Fort Bragg traffic regulations and the radios shall comply and be operated in accordance with local radio frequency regulations. All vehicles shall meet OSHA requirements and requirements listed in EM 385-1-1, Safety Manual. Vehicles that are identified as unserviceable or unsightly by the COR shall be repaired or replaced within two working days (2) at no additional cost to the Government. The Contractor shall have sufficient equipment for backup of regularly assigned vehicles to insure completion of contract requirements in the event of breakdowns or other equipment problems, excluding Government Furnished Vehicles. Vehicles and equipment to be used in performance of this contract shall be made available for inspection by the Contracting Officer or COR prior to the contract start date for adequacy, appearance, and operation. All vehicle maintenance shall be performed at an off-post facility. The Government does not assume and hereby specifically disavows any duty to inspect the equipment in order to assure safe operation. The Contractor or subcontractor(s) at any tier are at all times responsible for assuring equipment is in a safe and serviceable condition and shall perform all tasks in a safe, responsible manner.

4.1.2. Collection Vehicles. The Contractor shall furnish the following types of vehicles as a minimum. Vehicles shall be capable of maneuvering in rough terrain. In addition, the Contractor shall furnish all items necessary to meet the requirements of this contract. All vehicles shall be no more than 4 years old upon start of contract. The contractor is allowed 120 calendar days after contract award to comply with the age requirements of the vehicles. Any vehicle determined unsafe or in need of repair shall be immediately removed from service by the Contractor for corrections or repairs. This does not relieve the Contractor of his contractual responsibilities.

4.1.2.1. Front Lift Refuse Collecting Vehicle. Vehicle shall be equipped with leak proof compaction body, tandem rear axle, and front-end loading assemblies for two-point pickup that can handle front loading type multiple refuse containers. (Vehicles will be required to handle 8 cubic yards multiple refuse containers).

4.1.2.2. Roll-Off Transport Vehicle. Vehicle shall be equipped with a roll-off equipment hoist capable of hoisting and emptying open-top, self compacting, enclosed containers and stationary compactor containers from 20 to 43 cubic yards in size.

4.1.2.3. Service Vehicle. Vehicle shall be equipped for emergency on-site repair of collection and disposal equipment.

4.1.2.4. Vehicle Capable of Transporting 8-CY Refuse Containers. Vehicle shall be capable of transporting multiple refuse containers for steam cleaning and relocations. Truck shall have hydraulic capability.

4.1.2.5. Vehicle For Steam Cleaning. Vehicle shall be capable of steam cleaning and recovering contaminated cleaning water for cleaning refuse containers on-site.

4.1.2.6. Vehicle For Recycling. Vehicle shall be of sufficient type and quantity to perform scheduled recycling services.

4.1.3. Contractor's vehicles which become inoperative or breakdown shall be repaired or moved off post within 4 hours.

4.2. Communications.

4.2.1 It is the Government's intent to maintain communication with the Contractor at all times.

4.2.1.1 The Contractor shall provide a sufficient means of communications between the Contractor and his employees for routine and emergency purposes. In addition, the Contractor shall provide direct means of communication between the COR and the Project Manager, by providing the COR with a cellular phone. Maintenance and repair of cellular phone and charger, to include batteries, shall be the responsibility of the Contractor. At the completion of the contract, the Contractor shall retain ownership of the cellular phone and charger.

4.2.2. If the Contractor chooses to use radio communications, the following will apply: all supervisors, quality control/personnel, and the vehicles used by the contractor's personnel shall be equipped with radios, and, prior to contract start date, all Contractor's personnel operating the communications shall be trained in radio procedures. The Contractor shall supply, install and maintain the base station unit and mobile units, and shall man the base unit during normal duty hours.

4.2.2.1. Prior to contract start date, the Contractor shall provide the following information to the COR for the necessary coordination with the Fort Bragg Information Systems Command:

- a. A written request to operate a radio system.
- b. Copy of FCC license (license contains all necessary information).
- c. On-site location of base station radio and antenna location.
- d. Quantity of each base station and radios used in Contractor's network by manufacturers' name, item description, type, model number and power output.

4.2.2.2. The Contractor shall provide written updates to ITBC at the time the Contractor proposes any additions or deletions to radio equipment.

4.2.2.3. Uses of Communications. All radio communications shall be in accordance with Federal Communications Commission rules, regulations and licensing requirements. The use of radio communications for other than official business is prohibited.

4.2.2.4. The Contractor shall submit to the Contracting Officer the communication equipment specifications for review and approval prior to usage. Communication equipment shall not in any way interfere with any radio frequency of existing systems within a 50-mile radius.

4.3. Supplies. The Contractor shall furnish all gas, oil, tires, parts, materials, supplies, tools, equipment and clothing, except as specified herein, required to meet the terms and conditions of this contract.

4.4 Services.

4.4.1. Custodial Services. The Contractor shall be responsible for all housekeeping, grounds maintenance, ice and snow removal at the storage yard.

4.4.2. Commercial Telephone Service. The Contractor shall provide for his own telephone service.

4.5. Property. The Contractor shall equip and furnish the Government-furnished storage yard as follows.

4.5.1. Contractor shall provide an office for administrative personnel, to include a telephone to receive service calls. The Contracting Officer or COR will approve the office structure. Any office structures placed on the site shall be located as close as practical to the utility pole for that site.

4.5.2. Contractor shall provide equipment repair shed (s) as required, a minimum of one. The Contracting Officer or COR shall approve all sheds.

4.5.3. Security lights may be installed by the Contractor, after approval, on Contractor-owned utility poles. Power for these lights shall be from the metered side of the panel. Security lights shall not be installed on Government utility poles. The contractor shall not use Government utility poles for any reason except connecting the service line.

4.5.4 Utility connections and meters for electricity. The Contractor shall be responsible for all utility meter installation and hookups. Prior to installing utilities, the plans will be approved by the COR. At the conclusion of the contract, utility connections and lines shall remain and be capped. Meters will remain the property of the Contractor. Utility installations and hookups will be inspected by the COR for proper installation procedures prior to covering connections, operation and/or use of utilities. After utility meters are installed, the Contractor shall notify the Utilities Clerk, Business Office, PWBC 432-5859 for the initial meter reading. Subsequently, each month, the Utilities Clerk will read the meter and the Contractor will be billed for the previous month's utility usage. Utilities shall not be used without a meter.

4.5.5. The storage and security of materials and equipment shall be the total responsibility of the Contractor. The Government will accept no liability for security, pilferage, damage, or any other liability for Contractor materials and equipment.

4.5.6 No fuel storage tanks shall be placed at the Contractor storage site without approval of the COR. No underground storage tanks are allowed. All above ground storage tanks (AST) shall meet state, federal, and Fort Bragg regulations and guidelines. All AST's and installations shall meet the requirements and guidelines of U.S. 40 CFR 112, AR 200-1, ASTI, NEC, NFPA, and local regulations. All AST's shall be double-walled ASTI and UL approved and appropriately identified. The Contractor shall have a spill plan and construct appropriate spill protection at the fueling site. Request for approval and inspection of tanks, spill plan, waste management plan, and spill protection shall be requested by the Contractor, through the COR to the PWBC, Environmental Office.

4.5.7. The Government has the right to inspect any Contractor vehicles leaving the installation to prevent unauthorized removal of Government-owned property.

4.5.8. Contractors shall remove all of their property, debris, materials, equipment and other items that are not a natural part of the site, immediately, upon completion of the current contract for which the site was assigned. If the site is not cleared within 10 days of completion, the Government has the right to have the site cleared by any means determined necessary; and charge the Contractor all costs incurred by the Government. The Contractor shall restore the assigned sites to their original condition to include replacing damaged grassed areas as identified.

4.5.9. Hazardous materials stored by the Contractor shall be identified to the COR and shall be stored in accordance with all federal, state, and local requirements.

4.5.10 The storage yard and equipment maintenance area shall be kept neat and orderly with all debris disposed on a daily basis. The Contractor shall safely store all materials in accordance with OSHA requirements.

5. Specific Tasks.

5.1. Schedule and Points of Collection. The Contractor shall provide refuse collection and disposal as described below:

5.1.1. Route and Collection Schedules.

5.1.1.1. The Contractor shall provide a work schedule for vehicle routes, collection schedules, monthly maintenance/repair, and cleaning, and submit this plan to the Contracting Officer for approval 14 days prior to the contract start date. Contractor shall empty all containers as scheduled. If there is a problem beyond the control of the Contractor that does not permit the Contractor to performed the requirements of this contract, the Contractor shall report such instances as soon as possible but no later than the following workday to the COR.

5.1.1.2. The refuse collection schedule shall be accomplished between the hours of 0630 (6:30 A.M.) and 1500 (3:00 P.M.), Monday through Friday, except when weekend work is required to provide refuse collection for special activities as identified in 5.1.5. The Contractor may be delayed in obtaining access to Simmons Army Airfield which is a closed area and has a security gate.

5.1.2. Points of Collection.

5.1.2.1. Reference TE-2 (Building List) for Refuse Collection points.

5.1.2.2. The Government reserves the right to direct the Contractor to relocate any or all refuse collection points, to change the collection frequency, and to change the number of containers used at any time in the interest of the Government. The Contractor shall adjust his service to meet the relocations of collection points, increases or decreases in containers, and changes in the frequency of collection of any type of container, without any additional expense to the Government as long as total number of containers or collections do not change more than plus or minus 10 percent. Changes to TE-2, Building List, will be effected via a modification to the contract. Changes, either increases or decreases, exceeding 10 percent of the total number of containers or collections may require negotiation to adjust the contract price as necessary to compensate for the changes.

5.1.3. Frequency of Collection, Refuse Containers. Refuse containers shall be collected and the contents disposed using the frequency and schedule established in TE-2. The Contractor may be required to empty dumpsters outside the normal schedule as directed by the COR due to excessive refuse or special situations. The special collections will be accomplished within 2 hours of receiving notification from the COR.

5.1.4. Positioning of Containers.

5.1.4.1. The Contractor shall position all containers, on pads where provided, at collection points for disposing of solid wastes. The Contractor shall position containers so as to minimize interference with adjacent parking areas, sidewalks, and roadways. The Government reserves the right to direct changes in the cubic yard capacity requirements (number and/or size of the containers) at any collection point, as long as it does not increase the overall number of containers.

5.1.4.2. When more than one container is positioned at one collection station, containers shall be placed as close together as feasible for user convenience and organized appearance.

5.1.4.3. The Contractor shall return containers to their original location in an upright position, with all lids and doors closed securely.

5.1.4.4. The Contractor shall furnish replacement containers for all containers removed for maintenance and repair to ensure that collection points have adequate refuse containers.

5.1.4.5. From time to time the contractor shall be required to relocate refuse containers from one site to another site and to change out unsalvageable/unserviceable containers with new Government-furnished refuse containers at no additional cost to the Government.

5.1.4.6. Emergency Placement of Refuse Containers. The Contractor shall respond 24 hours a day, 7 days per week, to all emergency request to place refuse containers of type and quantity requested, within two hours of notification by the Contracting Officer or the COR.

5.1.4.7. Roll-Off Containers. The Contractor shall transport roll-off containers to the Lamont Waste Center for refuse disposal, and return the containers to their original location after servicing.

5.1.5. Special Refuse Collection. In addition to the scheduled refuse collection and disposal, the Contractor shall be required to make special collections after notification from the Contracting Officer. Special activities are held at Fort Bragg on a year-round basis. The heaviest period of activities normally occurs during the months of March through September, but may occur during other months of the year. The activities include, but are not limited to, training by groups such as regular Army exercises, Army Reserves, National Guard, ROTC, Marines, Boy and Girl Scouts Summer Camp, Special Children Camps, and Troop Entertainment Activities (Music Festivals and Carnivals). Activities vary in length from several days to several months duration, and require refuse collection and disposal services. The Contractor shall provide refuse collection and disposal services, and placement and removal of Government containers for all special activities. No definite collection schedule can be established for these activities, but past experience has shown that approximately 1300 8-cubic yard and 600 42-cubic yard containers are required annually. The Contractor shall provide 7 days per week refuse collection and disposal services for special activities. These requirements will be issued by the COR. These collections shall be accomplished without interference to the regular collection schedules.

5.1.6 Spillage. The Contractor shall immediately pick up all Contractor's spillage.

5.1.6.1 The Contractor shall immediately cleanup all Contractor's spillage at any location that the spillage occurs. The Contractor shall pickup and dispose of all trash and refuse within three feet of all collection points. The Contractor shall be responsible for pickup of refuse that has been released from the Contractor's vehicles.

5.1.6.2 The Contractor shall immediately clean up hydraulic oil spills and other liquids from his vehicles by use of absorbents. Disposal of absorbents shall be coordinated with the Environmental Office prior to disposal. The Contractor shall immediately notify the Fort Bragg Environmental Office of all spills within 24 hours of spillage.

5.1.7. Abnormal Quantities of Refuse. If there is a need to empty a container more frequently than the normal schedule, the Contractor shall obtain the approval of the Contracting Officer or COR prior to the additional collection. The Contractor shall add additional workhours and equipment as necessary to assure that the additional collections are made without impacting the regular collection schedule. Reimbursement for this requirement will be made under CLIN x005.

5.1.7.1. Missed Pickups. The Contractor shall collect refuse at missed pickup points within two hours after notification by the Contracting Officer or COR.

5.1.8. Inclement Weather Schedule. The Contractor shall collect and dispose of refuse during periods of inclement weather. Exceptions to this may be authorized by the Contracting Officer or COR in cases of severe weather. When

exceptions are granted, the Contractor shall accomplish all collections for each day missed in order to make up all missed collections within 24 hours. The Contractor shall submit a revised schedule to the COR for approval. Rescheduling to provide make up collections shall not be a basis for a claim by the Contractor for additional compensation.

5.2. Cleaning Requirements. The Contractor shall perform cleaning requirements as described below. All precautions shall be taken to prevent contamination of the grounds associated with the container cleaning requirements.

5.2.1. The Contractor shall be responsible for keeping all refuse containers clean and free of obnoxious odors. The Contractor shall thoroughly wash all refuse containers with steam, soap or detergents, and water, as specified below. Other methods of cleaning shall be approved by the Contracting Officer or COR prior to use.

5.2.1.1. Equipment and trucks, including the bodies, used for hauling refuse shall be cleaned no less than once per week, or more frequently, to maintain a clean condition and to prevent the propagation or attraction of vectors. Vehicles shall be cleaned at a facility located off-post.

5.2.1.2. Refuse containers shall be cleaned inside and out in accordance with the following schedule. Containers shall be cleaned to the point that there is no foreign material adhering to the interior and exterior sides, top and bottoms of the containers, and no detectable layer of grease in the interior of the containers. Containers shall be cleaned at the collection station. The Contractor shall be responsible for cleaning all containers on scheduled cleaning days regardless of the quantity and the contents left in the container. It shall be the responsibility of the Contractor to insure that the water in the wash truck does not freeze and that the truck is ready to operate at all times.

5.2.1.2.1. Containers utilized at snack bars, dining facilities, hospitals and medical facilities, food service outlets, Wastewater Plant, and containers connected to compacting units, shall be cleaned weekly.

5.2.1.2.2. Tilt frame, roll-off (open-top) containers shall be cleaned monthly.

5.2.1.2.3 Containers utilized at range areas, sewage plant, and lift stations shall be cleaned monthly.

5.2.1.2.4 All other containers shall be cleaned quarterly.

5.2.1.2.5. Water point for refilling cleaning vehicle is located off Knox Street, at Lift Station #1. Refuse containers are subject to inspections by USA MEDDAC, Preventive Medicine Service Office, for cleanliness and condition. The Contractor shall re-clean containers as required based on unsatisfactory inspection reports. The Contractor shall perform the additional cleanings at no cost to the Government.

5.2.1.3. Cleaning shall be performed in a manner so as not to contaminate the surrounding area or result in environmental pollution.

5.2.1.4. Disposal site for contaminated water is located at Lift Station #1 off Knox Street.

5.3. Refuse Containers Maintenance and Repairs: The Contractor shall paint a minimum 25 containers a month. The Government has approximately 1000 containers available in the overall refuse collection operation. Under normal circumstances, approximately 50 units are not specifically assigned to definite locations, but are idle for repairs or are held in reserve for special situations. These containers will be used as substitutes for units to be repaired or repainted. The Contractor shall be responsible for any damage to any containers while in his possession for repainting.

5.3.1. Painting of Containers:

5.3.1.1. Selection of Containers to be Repainted: The COR will designate the containers to be repainted and repaired. Painted containers shall not be returned to service prior to inspection by the COR.

5.3.1.2. Detailed Repainting Requirements:

5.3.1.2.1. Cleaning and Preparation of Surfaces: All stencils and self adhering signs and labels shall be removed. Inside and outside surfaces shall be free of rust, oil, grease, dirt or other items detrimental to painting. Cleaned containers prepared for painting will be inspected and approved by the COR before the Contractor begins the painting operations.

5.3.1.2.2 Prime Coat Painting: The Contractor shall apply a prime coat to approved containers which have been cleaned and rust removed. Priming operations shall comply with Fed Spec TT-P-86 application as approved by COR, conforming to Fed Specification TT-P-86, or in accordance with paint manufacturers specifications.

5.3.1.2.3 Container Painting: All containers shall receive one heavy coat of enamel conforming to Federal Specification TT-E-529, all exterior surfaces including the bottom and inside surfaces of metal lids shall be painted. Color shall match that determined and selected by the COR.

5.3.1.3.4. Re-stenciling and Re-labeling: Contractor shall apply new self-adhering pressure sensitive signs to newly painted containers. Red on white "No Parking Within 25 Feet" signs shall be placed on the front center of all containers. "Warning" signs referencing FB Reg. 210-5 shall be placed on the doors on each side of the 8-CY containers, and one on each side of all other containers, or as designated by the COR. Signs shall be placed on containers straight, neatly, and without air bubbles. The "No Parking" and "Warning" signs shall be furnished by the Contractor. Serial numbers shall be in four-inch high numbers on the front-top left corner of the containers. The serial number shall be one to four numbers. Yellow paint, Color Number 33538, conforming to Federal Specification TT-P-98 shall be used for all stenciling. Serial numbers shall be welded into the metal of the containers.

5.3.1.4.1. In addition to the restenciling, the Contractor shall be required to stencil and place signs on approximately 150 new, Government-Owned, containers per contract year. Stenciling and placing of signs on newly received containers during the contract will have the same requirements as stated in paragraph 5.3.1.3.4.

5.3.1.4.2. Contractor shall re-stencil or replace signs which have become faded, damaged, or are otherwise determined to be in need of replacement by the COR.

5.3.2. Refuse Container Repairs.

5.3.2.1. When refuse containers are damaged through normal wear and tear, they shall be repaired by the Contractor at the Contractor's expense. The repair, replacement, and installation shall be in accordance with recommended standards of the container manufacturers. Replacement parts, other than those recommended by the manufacturer, shall be approved by the Contracting Officer or COR prior to use. Only new components will be used for replacements. The Contractor shall be required to furnish all labor, materials and paint necessary to perform the repairs or replacement, including touch-up painting of the required area. Repairs/replacements shall include, but are not limited to the list of items at TE 3.

5.3.2.2. Scheduled maintenance shall be performed on refuse compactors each month during the contract period. Maintenance and repair of compactors shall include, but shall not be limited to: lubrication, adjusting, repairing and replacement of doors, hinges, springs, and other components of the containers required to keep the compactors operational; and replacement of hydraulic pump, reservoir motor, controls, fuses, connectors, lines, etc., to include all components of the hydraulic system, as required. Any repairs which cannot be completed within eight hours of notification should be brought to the attention of the COR.

5.3.2.3. Contractor Damaged Containers: When refuse containers are damaged by the Contractor, they shall be repaired by the Contractor at no cost to the Government.

5.3.2.3.1. The COR will inspect all containers prior to repair and also after repair. Repair work to be accomplished on each container will be assigned by the COR. The Contractor shall perform repair services within two workdays of notification. The Contractor shall notify the COR when repairs have been made and containers are ready for inspection. The COR will inspect the repaired containers within 24 working hours after notification.

5.3.2.3.2. The Contractor shall replace damaged containers with a container that is in good condition within two (2) days after notification by the COR.

5.3.2.4. Emergency Repair Services. The Contractor shall respond to requests for emergency repair services for refuse compacting units listed in Technical Exhibit 2 within two hours after notification by the Contracting Officer or the COR. Any repairs which cannot be completed within eight hours of notification should be brought to the attention of the COR, and documentation for the reason for delay shall be provided. At the direction of the COR, the Contractor shall place and service a Government-furnished dumpster at the site while repairs are being made. Schedule of service will be determined by the COR. Upon completion of repairs, the Government-furnished dumpster shall be emptied, cleaned, and returned to the location designated by the COR. If on-site repairs cannot be made, the Contractor shall notify the COR of the circumstances surrounding the move. The Contractor shall be responsible for the transportation of the unit. If the container must be transported off Fort Bragg, the Contractor shall sign a hand receipt prepared by the COR prior to removal.

5.4. Disposal. The Contractor shall dispose of all refuse at the Fort Bragg Lamont Waste Center. The Contractor shall place the refuse in the transfer station as directed by the Government. The Contractor shall cooperate with the Government to obtain maximum benefit for the facility. Operating hours of the Waste Center are from 0730 (7:30 A.M.) to 1500 (3:00 P.M.) weekdays, including federal holidays, except Christmas Day, New Year's Day, Independence Day, and Thanksgiving Day. If the Fort Bragg Waste Center must be kept open beyond normal operating hours because of the Contractor's operations, except for special activities, prior approval of the Contracting Officer or COR shall be obtained, and the Government will be reimbursed at the rate of \$104.35 per hour. The Waste Center will be open on weekends during any ongoing special activities, upon request. The Contractor shall be required to cover open top and open end refuse containers with a canvas cover when transporting to the waste center. Failure to comply with the above is subject to a fine for littering the area.

5.5 Recycling Services. The Contractor shall collect recyclable materials from the recycling dumpsters, provide necessary sorting for marketing, and delivery of recyclables to an off-post recycling site. Reference TE-2 for recycling stations.

5.5.1. Recyclable Materials.

5.5.1.1 Paper: mixed paper, white ledger, office paper, Kraft paper, color paper, etc.

5.5.1.2. Cardboard: old corrugated cardboard.

5.5.1.3. The Contractor shall provide for the marketing of all recyclable materials, including the transportation to the sorting and recycling sites. The Contractor shall be entitled to all proceeds generated from contractor-marketed recycled materials. The Contractor shall provide necessary sorting required of recyclable materials at a location off the installation.

5.5.1.4. The Contractor shall, as directed by the COR, provide stenciling of recycling dumpsters, 50 each. Stenciling shall be centered 2 inches below the slotted opening of each dumpster, and shall contain the following wording.

5.5.1.4.1. For the Cardboard Recycling Dumpsters:

RECYCLING
CARDBOARD ONLY

5.5.1.4.2 For the Paper Recycling Dumpsters:

RECYCLING
PAPER ONLY
(NO NEWSPAPER NO MAGAZINES)

5.5.1.4.3 Letters shall be 4-inches in height and stenciled using white paint, providing all necessary paint preparation and paint suitable for exterior use on metal surfaces.

5.5.2. Frequency of Collection. The Contractor shall provide recycling collection services for each dumpster on a schedule prepared by the contractor. The schedule shall be determined by the timeframe required for each dumpster to become filled with recyclable material (varies for each dumpster). Also dumpsters shall be emptied upon notification from PWBC, Environmental Compliance Branch, telephone 396-3341. If notified by the Environmental Compliance Branch, the contractor shall collect identified dumpster within three workdays from notification. Recyclable materials shall be collected and delivered to an off-post sorting and recycling site.

5.5.2.1. In the event the Contractor determines recyclable materials have become unmarketable because of contamination, the Contractor shall return the load to Fort Bragg and dispose of the refuse in the Lamont Waste Transfer Station. The Contractor shall be reimbursed for the return trip to the landfill based on the applicable CLIN price.

6. Reports and Records.

6.1. Reports. All reports shall be submitted to the COR not later than the third working day of the following month.

6.2. Records. The Contractor shall be responsible for maintaining accurate records for each collection truck. The Contractor shall make all working records and files applicable to this contract available for review.

6.3. DA Form 3916. The Contractor shall complete DA 3916. Daily Log of Truck Trips for Refuse Collection and Disposal, for each collection truck. The blank forms will be furnished by the Government.

6.4. DA Form 3917. The Contractor shall complete DA Form 3917, Refuse Collection and Disposal, for each collection truck. The blank forms will be furnished by the Government. Contents for Womack Army Medical Center shall be shown separately on the form.

6.5. Monthly Log/Repairs. The Contractor shall maintain a monthly log on all container repairs. This log shall reflect the repairs, serial number, building number, date container was received for repairs, and completion date. Log shall be of Contractor's design, and submitted to the Contracting Officer at the Post award Conference for approval.

6.6. Daily Log. The Contractor shall maintain a daily log on all blocked containers. This log shall reflect the building number, date, cause of blockage, and time the Contractor attempted to service the refuse container. This log shall be submitted to the COR on a daily basis. Log shall be of the Contractor's design, and submitted to the Contracting Officer at the Post award Conference for approval.

6.7. Log of Dumpsters Replaced or Removed. The Contractor shall maintain a log of all dumpsters placed or removed by type, serial number, and building number or location of placement. All logs and reports shall be maintained electronically by computer. Copies of all reports shall be furnished to the COR at the end of each contract period, or upon request by the Contracting Officer. These reports shall be provided on 3-1/2" diskette, and shall be IBM compatible in MICROSOFT Excel or Access.

6.8 Material Safety Data Sheet. The Contractor shall submit Material Submittal Data Sheets (MSDS) on all proposed chemicals to be used in this contract to the COR prior to contract start date. Contractor may not use a chemical or change to a new chemical before submitting a MSDS and obtaining approval of COR.

6.9. Contractor shall provide the COR a monthly work schedule for vehicle routes, collection schedule, monthly maintenance and repair and container cleaning on contract start date. Any changes to the monthly work schedule shall be submitted to the COR by the 15th of the month preceding the effective month of the changes.

6.10 Recyclable Tonnage Report. The Contractor shall provide a monthly report detailing the date, total tonnage for each material collected and recycled for each month, and the recycling site. The report shall include the destination of the recyclable material. The report shall be submitted to the COR by the 10th day of the month following the collection of the recyclable materials.